

**Virginia State Corporation Commission
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Case Number (if already assigned)	PUE-2016-00104
Case Name (if known)	Application of C4GT, LLC for a Certificate of Public Convenience and Necessity to Construct and Operate an Electric Generating Facility in Charles City County, Virginia.
Document Type	EXMO
Document Description Summary	Motion of C4GT, LLC for Protective Ruling Governing Confidential Information and the Treatment of Extraordinarily Sensitive Information
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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

APPLICATION OF)	
)	
C4GT, LLC)	
)	CASE NO. PUE-2016-00104
For a Certificate of Public Convenience and)	
Necessity to Construct and Operate an Electric)	
Generating Facility in Charles City County,)	
Virginia pursuant to Va. Code § 56-580D)	

MOTION OF C4GT, LLC FOR PROTECTIVE RULING GOVERNING
CONFIDENTIAL INFORMATION AND THE TREATMENT OF
EXTRAORDINARILY SENSITIVE INFORMATION

C4GT, LLC (“C4GT “ or “Company”), by counsel, pursuant to Rules 5VAC5-20-110 and 5VAC5-20-170 of the Rules of Practice and Procedure (“Procedural Rules”), moves the State Corporation Commission of Virginia (the “Commission”) for entry of a Protective Ruling governing confidential information that includes the treatment of “extraordinarily sensitive information.” In support of this Motion, the Company states as follows:

1. C4GT is an independent electric power producer who, contemporaneously with this Motion, is filing in the above-captioned proceeding an Application and associated testimony pursuant to § 56-580D of the Code of Virginia (“Va. Code”) for a certificate of public convenience and necessity (“CPCN”) to construct and operate an electric generating facility in Charles City County, Virginia (the “Facility”).

2. Pursuant to 5VAC 5-20-170, the Commission or a Hearing Examiner appointed by the Commission, may issue an appropriate Protective Ruling establishing procedures applicable to the use of confidential and extraordinarily sensitive information in a proceeding.

3. Portions of the C4GT Application, the pre-filed testimony, and accompanying exhibits contain confidential information and other extraordinarily sensitive confidential

information relating to the proposed Facility that is being filed under seal subject to this Motion.

4. During the course of this proceeding, confidential and extraordinarily sensitive information may be provided to the Commission Staff or other parties in response to interrogatories or requests for production of documents or things.

5. C4GT is filing this Motion to request the Commission or Hearing Examiner to enter a Protective Ruling governing confidential information, which also grants the Company's proposed treatment of certain extraordinarily sensitive information. A proposed form of Protective Ruling is set forth in Exhibit 1 to this Motion, which includes an Attachment A thereto to address the treatment of confidential information and a separate Attachment B to address the Company's proposed treatment of extraordinarily sensitive information.

Request For Additional Protective Treatment

6. Pursuant to 5 VAC 5-20-170, "[a] party may request additional protection for extraordinarily sensitive information by motion filed pursuant to 5 VAC 5-20-110, filing the information with the Clerk of the Commission under seal and delivering a copy of the information to the Commission's staff counsel under seal . . ." The Company proposes that the following procedure which is substantially the same as Paragraph (13) of the Protective Ruling in the Hearing Examiner's Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information (Oct. 30, 2014) in PUE-2014-00071, should apply to future requests for additional protective treatment:

To the extent that a party contends the terms of the Protective Ruling do not provide sufficient protection to prevent harm to the producing party or to others, the party may request additional protection for extraordinarily sensitive information by filing a motion with the Commission, pursuant to 5VAC 5-20-110 and 5VAC5-20-170. At the same time, the moving party shall also file such extraordinarily sensitive information with the Clerk of the Commission under seal and deliver a copy of the information to Staff counsel under seal.

The producing party will have the burden to demonstrate to the satisfaction of the Commission that this Protective Ruling does not provide the extraordinarily sensitive information sufficient protection and that the proposed restrictions are necessary.

Any such motion shall: (1) describe each document and all information for which additional protection is sought, such description to include the character and contents of each document and all information to the extent reasonably possible without disclosing the Confidential Information; (2) explain in detail for each document and all information why the confidential treatment afforded under the protective Ruling is not sufficient to protect the producing party's interests; (3) describe and explain in detail the anticipated harms that might be suffered if the information is not afforded the higher protection; and (4) explain the producing party's proposed additional restrictions and why such restrictions are the minimum necessary to protect that party.

(b) Within three (3) business days of the filing of the motion, Staff and any party may file a response to the motion.

(c) Within two (2) business days of the filing of any response, the producing party may file a reply.

Notwithstanding the provisions of this Paragraph, the Company may designate certain, limited information as extraordinarily sensitive information without first seeking and obtaining prior Commission approval for such designation. Such information shall be within the scope of the information designated in the Motion as "extraordinarily sensitive" involving sensitive financial information on the cost of the Facility, as described in the Motion. The Commission, any Hearing Examiner assigned to this docket, the Staff, or any party hereto, may challenge the Company's designation of any such information as extraordinarily sensitive. Upon such challenge, the Company shall have the burden to demonstrate to the satisfaction of the Commission or Hearing Examiner, as the case may be, that this protective Ruling does not otherwise provide the information claimed to be extraordinarily sensitive sufficient protection and that the additional, proposed restrictions are necessary.

7. The Application contains specific information relating to the cost of the Facility being constructed, possible tax payments to Charles City County, and the performance capabilities of the General Electric and Siemens power islands under consideration for purchase by C4GT.

8. The cost information is proprietary and market-sensitive information as it could adversely affect negotiations with suppliers and contractors, which, if provided could affect the cost of the Facility and result in harm to the Company. The information on the power islands for the Facility has been received in confidence and is highly sensitive commercial information. The information on the possible tax payments to the County of Charles City is highly sensitive commercial information at this time.

9. The terms of the Protective Ruling for confidential information are insufficient to protect this extraordinarily sensitive information because any party to this proceeding, their counsel, expert witnesses, and support staff are allowed to sign the Agreement to Adhere to the Protective Ruling and gain access to this information despite the nature of their job function or the party's business interest.

10. The extraordinarily sensitive information should not be disclosed to (1) potential competitors; (2) persons engaged in in any of the following business activities: the development, ownership or operation of electric generating facilities, to the producing, transmitting, transporting or selling of electricity, steam or natural gas; and (3) persons engaged in the business of providing products or services related to electric energy generation. Revealing such information would disadvantage the Company through their knowledge of the prices that the parties were willing to accept for constructing the Facility and the information the Company received in confidence specific to the Facility.

Treatment for Extremely Sensitive Information

11. C4GT respectfully moves the Commission for a Ruling imposing additional restrictions on the review of this extraordinarily sensitive information to prevent access to it by persons described above in Paragraph (1). Specifically, the Company requests the following

conditions, which are the minimum necessary to protect the Company:

- Access to the extraordinarily sensitive information shall be given to (a) in-house counsel and/or parties who are not engaged in the business of, or providing products or services related to (i) electric energy generation; (ii) persons engaged in any of the following business activities: the development, ownership or operation of electric generating facilities, the producing, transmitting, transporting or selling of electricity, steam or natural gas; or (iii) persons engaged in the business of providing products or services related to electric energy generation; (b) outside retained counsel; or (c) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding;
- if an attorney licensed to practice law in Virginia, admitted *pro hac vice* in this case, or employed as corporate counsel, returning or destroying documents containing extraordinarily sensitive information except for the attorney's notes and work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings, and Rulings); and if not covered included in the above categories, returning or destroying all documents containing extraordinarily sensitive information upon conclusion of the proceedings, and any appeal thereof; and
- No party or consultant may use the extraordinarily sensitive information to give any party or any competitor of any participant a commercial advantage; provided, however, that nothing in the agreement shall prevent any person signing it from using the extraordinarily sensitive information in this proceeding consistent with the terms of the agreement and the Protective Ruling.
- The Protective Ruling shall include the following language:

Notwithstanding the provision of this Paragraph, the Company may designate certain, limited information as extraordinarily sensitive information without first seeking and obtaining prior Commission approval for such designation. Such information shall be within the scope of information designated in the Motion as "extraordinarily sensitive" involving the source of the gas supply for the Facility or cost information that may be deemed "extraordinarily sensitive." However, the Commission, any Hearing Examiner assigned to these dockets, the Staff, or any party hereto, may challenge the Company's designation of any such information as extraordinarily sensitive. Upon such challenge, the Company shall have the burden to demonstrate to the satisfaction of the Commission or Hearing Examiner, as the case may be, that this does not otherwise provide the information claimed to be extraordinarily sensitive, sufficient protection and that the additional, proposed restrictions are necessary.

- Subject to the provisions of the Protective Ruling and execution by appropriate party

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representatives (other than Staff) of the "Agreement to Adhere to the Ruling Granting Additional Protective Treatment for Extraordinarily Sensitive Information" included as Attachment B (the "Protective Agreement") hereto, the Company agrees to provide copies of the extraordinarily sensitive information.

These restrictions should not adversely impact access to this information in this proceeding by the Commission Staff or the Office of the Attorney General, Division of Consumer Counsel should they become a respondent in this proceeding.

13. The protections requested in this Motion are the minimum necessary to protect the extraordinarily sensitive information from access by persons. C4GT will be harmed by the disclosure of such information to potential competitors. It will be harmed also in its negotiations with vendors competing to supply turbines for the Facility and with the County of Charles City. The Company is providing a proposed Protective Agreement as Attachment B to Attachment 1, which incorporates the foregoing protections for adoption by the Commission pursuant to this Motion.

WHEREFORE, for the reasons set forth above, the Company respectfully requests that the Commission grant its Motion by issuing a protective Ruling as set forth in Attachment 1 to this Motion, including Attachments A and B thereto, for use in this proceeding, and require the additional safeguards proposed by the Company herein for the access to the confidential and extraordinarily sensitive information.

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Respectfully submitted,

C4GT, LLC

By: 

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CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of September 2016 a true copy of the foregoing Motion of C4GT, LLC for Protective Ruling and Other Confidential Treatment for Extraordinarily Sensitive Information was delivered electronically, or by hand or mailed, first-class, postage prepaid, to the following:

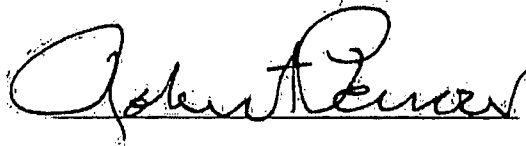
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ATTACHMENT 1

CASE NO. PUE-2016-00104

[DATE]

Concurrent with its Application, the Company filed a Motion of C4GT, LLC for Protective Ruling Governing Confidential Information and the Treatment of Extraordinarily Sensitive Information (the “Motion”) along with a proposed form of Protective Ruling (“Proposed Protective Ruling”), which includes an Attachment A to address the treatment of confidential information and a separate Attachment B to address the Company’s proposed treatment of extraordinarily sensitive information. In support of its Motion, the Company stated that portions of the C4GT Application, the pre-filed testimony, and accompanying exhibits contain confidential information and other extraordinarily sensitive confidential information

relating to the proposed Facility. In its Motion, C4GT proposed that the Protective Ruling provide as follows:

- Access to the extraordinarily sensitive information shall be given to (a) in-house counsel and/or parties who are not engaged in the business of, or providing products or services related to (i) electric energy generation; (ii) persons engaged in any of the following business activities: the development, ownership or operation of electric generating facilities, the producing, transmitting, transporting or selling of electricity, steam or natural gas; or (iii) persons engaged in the business of providing products or services related to electric energy generation; (b) outside retained counsel; or (c) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding;
- if an attorney licensed to practice law in Virginia, admitted *pro hac vice* in this case, or employed as corporate counsel, returning or destroying documents containing extraordinarily sensitive information except for the attorney's notes and work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings, and Rulings); and if not covered included in the above categories, returning or destroying all documents containing extraordinarily sensitive information upon conclusion of the proceedings, and any appeal thereof; and
- No party or consultant may use the extraordinarily sensitive information to give any party or any competitor of any participant a commercial advantage; provided, however, that nothing in the agreement shall prevent any person signing it from using the extraordinarily sensitive information in this proceeding consistent with the terms of the agreement and the Protective Ruling.
- The Protective Ruling shall include the following language:

Notwithstanding the provision of this Paragraph, the Company may designate certain, limited information as extraordinarily sensitive information without first seeking and obtaining prior Commission approval for such designation. Such information shall be within the scope of information designated in the Motion as "extraordinarily sensitive" involving the source of the gas supply for the Facility or cost information that may be deemed "extraordinarily sensitive." However, the Commission, any Hearing Examiner assigned to these dockets, the Staff, or any party hereto, may challenge the Company's designation of any such information as extraordinarily sensitive. Upon such challenge, the Company shall have the burden to demonstrate to the satisfaction of the Commission or Hearing Examiner, as the case may be, that this does not otherwise provide the information claimed to be extraordinarily sensitive, sufficient protection and that the additional, proposed restrictions are necessary.

- Subject to the provisions of the Protective Ruling and execution by appropriate party representatives (other than Staff) of the "Agreement to Adhere to the Ruling Granting Additional Protective Treatment for Extraordinarily Sensitive Information" included as Attachment B (the "Protective Agreement") hereto, the Company agrees to provide copies of the extraordinarily sensitive information.

I find that to facilitate the filing and exchange of confidential and extraordinarily sensitive information, and to permit the development of all issues in this proceeding, the Company's Motion should be granted and a Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information should be entered. The Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information herein adopts the substantive provisions of the Proposed Protective Ruling submitted by the Company. This Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information may be modified upon motion and for good cause shown. Accordingly,

IT IS DIRECTED THAT the following procedures shall be established for the filing, exchange, and handling of confidential and extraordinarily sensitive information and documents in this case:

(1) Any documents, materials and information to be filed with or delivered to the Commission or produced by any party to Staff or another party, including transcripts, which the producing party designates and clearly marks as confidential or as containing trade secrets, privileged, or confidential commercial or financial information ("Confidential Information"), shall be filed, produced, examined, and used only in accordance with the conditions set forth below. Information that is available to the public anywhere else will not be granted confidential treatment and shall not be designated as "Confidential Information" by any party.

(2) Parties shall clearly mark and file under seal with, or deliver to, the Commission all information otherwise required to be filed or delivered but considered by the party to be

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Confidential Information. Items filed or delivered under seal shall be securely sealed in an opaque container that is clearly labeled "UNDER SEAL" and, if filed, shall meet the other requirements for filing contained in the Commission's Rules. An original and fifteen (15) copies of all such information shall be filed with the Clerk of the Commission and one (1) additional copy of all such information shall also be delivered under seal to the Staff counsel assigned to the matter.

(3) Parties shall also file with, or deliver to, the Commission an original and one (1) copy of an expurgated or redacted version of all such documents containing Confidential Information for use and review by the public. On every document filed or delivered under seal as containing some Confidential Information, the producing party shall mark each individual page of the document that contains such Confidential Information, and shall clearly indicate the specific information requested to be treated as confidential by the use of highlighting, underscoring, bracketing or other appropriate marking. All remaining materials on each page of the document shall be treated as non-confidential and available for public use and review, as well as introduction at any hearing without regard to the remaining procedures established by this Protective Ruling. If an entire document is confidential, or if information provided in electronic format is confidential, a marking prominently displayed on the first page of such document, or at the beginning of any information provided in electronic format, indicating that the entire document is confidential, shall suffice.

(4) If information that is requested pursuant to a discovery request in this proceeding is considered by the producing party to be Confidential Information, the producing party shall clearly mark all Confidential Information produced to Staff or other individuals authorized under this Protective Ruling to receive Confidential Information.

(5) Confidential Information from this proceeding that is retained by an attorney pursuant to Paragraph (17) (a), below, is not precluded from use in a subsequent Commission proceeding (if otherwise relevant and admissible), but shall remain subject to this Protective Ruling and any future order or ruling related thereto. Otherwise, all Confidential Information filed or produced by a party shall be used solely for the purpose of this proceeding (including any appeals).

(6) Access to Confidential Information shall be provided and specifically limited to Staff and any party, their counsel and expert witnesses, and to support personnel working on this case or a future case, subject to the conditions in Paragraphs (5), (17) (a), and (17) (b), under the supervision of said counsel or expert witnesses and to whom it is necessary that the Confidential information be shown for the purpose of this or a future proceeding, provided each such person granted access has previously executed an Agreement to Adhere to Protective Ruling ("Agreement"), which, is set forth as Attachment A to this Protective Ruling. Staff and Staff counsel are not required to sign the Agreement, but are hereby ordered to preserve the confidentiality of the Confidential Information. All Agreements shall be promptly forwarded to the producing party and Staff counsel, and filed with the Clerk of the Commission upon execution.

(7) Staff or any party to the proceeding may challenge the confidential designation of particular information by filing a motion promptly with the Commission. The Commission or Hearing Examiner will conduct an *in camera* review of the challenged documents, materials or information, Upon challenge, the information shall be treated as confidential pursuant to the Rules only where the party requesting confidential treatment can demonstrate to the satisfaction of the Commission that the risk of harm of publicly disclosing the information outweighs the

presumption in favor of public disclosure. In no event shall any party disclose the Confidential Information it has received subject to this Protective Ruling absent a finding by the Commission or Hearing Examiner that such information does not require confidential treatment.

(a) Within five (5) business days of the filing of the motion, the party requesting confidential treatment shall file a response. The response shall respond to each and every document and all information that is subject to the party's motion. The response shall: (1) describe each document and all information, such description to include the character and contents of each document and all information to the extent reasonably possible without disclosing the Confidential information; (2) explain in detail why the information requires confidential treatment; and (3) describe and explain in detail the anticipated harms that might be suffered as a result of the failure of the document to be treated as confidential.

(b) Within three (3) business days of the filing of the response, the party objecting to confidential treatment may file a reply.

(c) Upon a determination by the Commission or the Hearing Examiner that all or portions of any materials filed under seal are not entitled to confidential treatment, the filing party shall file an original and one (1) copy of the redacted version of the document reflecting the determination.

(8) The Commission or the Hearing Examiner may challenge, *sua sponte*, the confidential designation of particular information at any time during the proceeding. If prior to the hearing, the Hearing Examiner challenges the confidential designation of particular information, the Hearing Examiner shall issue a ruling directing the party requesting confidential treatment to demonstrate that the risk of harm of publicly disclosing the information outweighs

the presumption in favor of public disclosure. The Hearing Examiner will conduct an *in camera* review of the challenged documents, materials or information. The party requesting confidential treatment shall submit a response as directed by the Hearing Examiner. The response shall respond to each and every document and all information that is subject to the ruling. The response shall: (1) explain in detail why the information requires confidential treatment; and (2) describe and explain in detail the anticipated harms that might be suffered as a result of the failure of the document to be treated as confidential. In no event shall any party disclose the Confidential Information it has received subject to this Protective Ruling absent a finding by the Hearing Examiner or the Commission that such information does not require confidential treatment.

(9) In the event that Staff or any other party seeks permission to grant access to any Confidential Information to any person other than a person authorized to receive such information under Paragraph (6) above, Staff or the party desiring permission shall first obtain the consent of counsel for the producing party. In the event of a negative response, Staff or the party seeking disclosure permission may file a motion with the Commission for such permission and shall bear the burden of proving the necessity for such disclosure.

(10) The producing party shall be under no obligation to furnish Confidential Information to persons other than those authorized to receive such information under Paragraph (6) above unless specifically ordered otherwise by the Commission or Hearing Examiner. Parties are encouraged to seek consent to disclose information or documents designated as confidential from the producing party to the maximum extent practicable before filing a motion pursuant to Paragraph (9) above.

(11) The Clerk of the Commission is directed to maintain under seal all documents, materials and information filed with the Commission in this proceeding that the producing party has designated as Confidential Information until further Order of the Commission or Hearing Examiner Ruling.

(12) A producing party is obligated to separate to the fullest extent practicable non-confidential documents, materials and information from Confidential Information and to provide the non-confidential documents, materials and information without restriction.

(13) To the extent that a party contends that the terms of this Protective Ruling do not provide sufficient protection to prevent harm to the producing party or to others, the party may request additional protection for extraordinarily sensitive information by filing a motion with the Commission, pursuant to 5 VAC 5-20-110 and 5 VAC 5-20-170. The moving party shall also file such extraordinarily sensitive information with the Clerk of the Commission under seal and deliver a copy of the information to Staff counsel under seal, pursuant to Paragraph (2) above. The producing party has the burden to demonstrate to the satisfaction of the Commission that this Protective Ruling does not provide the extraordinarily sensitive information sufficient protection and that the proposed restrictions are necessary.

(a) The motion shall: (1) describe each document and all information for which additional protection is sought, such description to include the character and disclosing the Confidential Information; (2) explain in detail for each document and all information why the confidential treatment afforded under this Protective Ruling is not sufficient to protect the producing party's interests; (3) describe and explain in detail the anticipated harms that might be suffered if the information is not afforded the higher

protection; and (4) explain its proposed additional restrictions and why such restrictions are the minimum necessary to protect that party.

(b) Within three (3) business days of the filing of the motion, Staff and any party may file a response to the motion.

(c) Within two (2) business days of the filing of any response, the producing party may file a reply.

Notwithstanding the provision of this Paragraph, the Company may designate certain, limited information as extraordinarily sensitive information without first seeking and obtaining prior Commission approval for such designation. Such information shall be within the scope of information designated in the Motion as "extraordinarily sensitive" involving REPA and RFP Information, as defined in the Motion. However, the Commission, any Hearing Examiner assigned to this docket, the Staff, or any party hereto, may challenge the Company's designation of any such information as extraordinarily sensitive. Upon such challenge, the Company shall have the burden to demonstrate to the satisfaction of the Commission or Hearing Examiner, as the case may be, that this Protective Ruling does not otherwise provide the information claimed to be extraordinarily sensitive, sufficient protection and that the additional, proposed restrictions are necessary.

(14) In the event the Staff or any other party seeks to use Confidential Information in filed pleadings, testimony, or other documents, Staff or the party seeking such introduction shall:

(a) file both confidential and non-confidential versions of the pleading, testimony, or other document. Confidential versions of the filed pleadings, testimony, or other documents shall clearly indicate the confidential material, including extraordinarily

sensitive information, if any, contained within by highlighting, underscoring, bracketing, or other appropriate marking;

(b) submit the confidential version to the Clerk of the Commission securely sealed in an opaque container that is clearly labeled "UNDER SEAL." Non-confidential versions of filed pleadings, testimony, or other documents shall redact all references to the Confidential Information. The filed pleadings, testimony, or other documents containing the Confidential Information shall be kept under seal unless and until the Commission rules to the contrary. Each party having signed Attachment A hereof, Staff, and each party to whom the Confidential Information belongs shall receive a copy of those parts of the filed pleadings, testimony, or other documents that contain references to or portions of the designated Confidential Information; provided, however, that a party shall not be entitled to receive an unredacted copy of filed pleadings, testimony, or other documents that include extraordinarily sensitive information for which additional protective treatment has been provided for by Order of the Commission or Hearing Examiner Ruling, unless such party otherwise has been provided access to such information contained in such filed pleadings, testimony, or other documents by such Order or Ruling. Each party having signed Attachment A hereof and Staff shall be bound by the Protective Ruling insofar as it restricts the use of and granting of access to the Confidential Information and by any such Order or Ruling providing additional protections for the extraordinarily sensitive information.

(15) Oral testimony regarding Confidential Information, if ruled admissible by the Commission, will be taken *in camera* and in the presence of only Staff and those other persons who have been granted access to such specific Confidential Information pursuant to this

Protective Ruling. That portion of the transcript recording such testimony shall be placed in the record under seal.

(16) No person authorized under this Protective Ruling to have access to Confidential Information shall disseminate, communicate, or reveal any such Confidential Information to any person not specifically authorized under this Protective Ruling to have access to the same.

(17) (a) Attorneys may retain Confidential Information contained in their notes, other work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony exhibits, pleadings, rulings, and orders), provided that Confidential Information contained therein must continue to be treated as directed by this Protective Ruling.

(b) If not covered by (a), above, at the conclusion of this proceeding (including any appeals), any originals or reproductions of any Confidential Information produced pursuant to this Protective Ruling shall be returned to the producing party or destroyed. In addition, at such time, any notes, analysis or other documents prepared containing Confidential Information shall be destroyed. At such time, any originals or reproductions of any Confidential Information, or any notes, analysis or other documents prepared containing Confidential Information in Staff's possession, will be returned to the producing party, destroyed or kept with Staff's permanent work papers in a manner that will preserve the confidentiality of the Confidential Information. The producing party shall also retain all Confidential information for a period of at least five (5) years after the conclusion of this proceeding (including any appeal's). Insofar as the provisions of this Protective Ruling restrict the communications and use of the Confidential Information produced thereunder, such restrictions shall continue to be binding after the conclusion of this proceeding (including any appeals) as to the Confidential Information.

(18) Any party or person who obtains Confidential Information and thereafter fails to reasonably protect or misuses it in any way shall be subject to sanctions as the Commission may deem appropriate, including the penalties provided for in § 12.1-33 of the Code of Virginia. This provision is not intended to limit the producing party's rights to pursue any other legal or equitable remedies that may otherwise exist.

(19) Attachment B is hereby adopted to address the handling of extraordinarily sensitive information upon the following terms and conditions:

(a) Access to the extraordinarily sensitive information shall be given to (a) in-house counsel and/or parties who are not engaged in the business of; or providing products or services related to (i) electric energy generation; (ii) persons engaged in any of the following business activities: the producing, transmitting or transporting or selling of electricity, steam or natural gas; or (iii) persons engaged in the business of providing products or services related to electric energy generation; (b) outside retained counsel; or (c) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding;

(b) Oral testimony concerning the extraordinarily sensitive information will be taken *in camera*;

(c) If an attorney licensed to practice law in Virginia, admitted *pro hoc vice* in this case, or employed as corporate counsel, returning or destroying documents containing extraordinarily sensitive information except for the attorney's notes and work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings, and orders); and if not covered included in the above categories, returning or destroying all documents containing extraordinarily sensitive information upon conclusion of the proceedings, and any appeal thereof;

(d) No party or consultant may use the extraordinarily sensitive information to give any party or any competitor of any participant a commercial advantage; provided however, that nothing in this agreement shall prevent any person signing this agreement from using the extraordinarily sensitive information in this proceeding consistent with the terms of this agreement and the Protective Ruling; and

(e) Subject to the provisions of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information and execution by appropriate party representatives (other than Staff) of the "Agreement to Adhere to the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive

Information" included as Attachment B hereto, the Company agrees to provide copies of the extraordinarily sensitive information.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to all persons on the official Service List in this matter. The Service List is available from the Clerk of the State Corporation Commission, c/o Document Control Center, 1300 East Main Street, First Floor, Tyler Building, Richmond, Virginia 23219.

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

APPLICATION OF)
)
C4GT, LLC)
) CASE NO. PUE-2016-00104
For a Certificate of Public Convenience and)
Necessity to Construct and Operate an Electric)
Generating Facility in Charles City County,)
Virginia pursuant to Va. Code § 56-580D)

AGREEMENT TO ADHERE TO PROTECTIVE RULING AND
ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY
SENSITIVE INFORMATION

I, _____, on behalf of and representing _____,
hereby acknowledge having read and understood the terms of the Hearing Examiner's Protective
Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information (the
"Protective Ruling"), entered in this proceeding on _____, 2016, and agree to treat all
Extraordinarily Sensitive Information that I receive in connection with Case No. PUE-2016-
00104 as set forth in the Protective Ruling.

By signing this Agreement, I agree and attest that I am not (a) an in-house counsel and/or
a representative of a party who is (1) a potential competitor of C4GT, LLC; (2) a person engaged
in any of the following business activities: the development, ownership or operation of electric
generating facilities, the producing, transmitting, transporting or selling of electricity, steam or
natural gas; or (3) a person engaged in the business of providing products or services related to
electric energy generation.

The treatment of Extraordinarily Sensitive Information shall include, but not be limited
to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information
to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive
information under that Ruling; (2) oral testimony concerning the extraordinarily sensitive
information will be taken in camera; (3) if an attorney licensed to practice law in Virginia,
admitted *pro hoc vice* in this case, or employed as in-house counsel, returning or destroying all
documents containing Extraordinarily Sensitive Information upon conclusion of the proceedings,
and any appeal thereof except for the attorney's notes and work product, and documents that are
part of the record in this proceeding (including, but not limited to, transcripts, testimony,
exhibits, pleadings, rulings, and orders); (4) if not covered by (3) above, returning or destroying
all Extraordinarily Sensitive Information produced pursuant to that Protective Ruling; and (5) no
party or consultant may use the Extraordinarily Sensitive Information to give any party or any
competitor of any participant a commercial advantage; provided, however, that nothing in this

Attachment B

agreement shall prevent any person signing this agreement from using the Extraordinarily Sensitive Information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Signature

Printed Name

On behalf of

Date

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